

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Ernesto ARENAS et al.

Application No./Patent No.: 10/529,097 Filed/Issue Date: (Int'l) September 24, 2003

Entitled: METHODS FOR PROMOTING DOPAMINERGIC NEURONAL DEVELOPMENT BY USING NG4A-SUBFAMILY AND WNT-LIGANDS

Neuro Therapeutics AB, a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

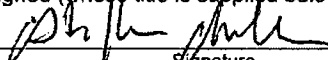
1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.


Signature
STAFFAN SODENSTROM
Printed or Typed Name
CED
Title

2008-02-30
Date
146850884580
Telephone Number

Attorney Docket No. 441472001300

ASSIGNMENT OF UNITED STATES PATENT APPLICATION

Recitals:

WHEREAS

(1) Ernest ARENAS, of Karolinska Institute, Stockholm, Sweden

(2) Joseph WAGNER, of

(3) Goncalo Castelo BRANCO, of.....

(together/collectively hereinafter referred to as "the Inventors") have invented certain new and useful improvements in:

METHODS FOR PROMOTING DOPAMINERGIC NEURONAL DEVELOPMENT BY USING NG4A-SUBFAMILY AND WNT-LIGANDS

the specification of which was filed on 24 March 2005 in the USPTO as United States Patent Application No. 10/529,097 (hereinafter referred to as "the Application")

AND WHEREAS, Neuro Therapeutics AB, a company incorporated and registered in Sweden and having a principal place of business at Fogdevreten 2a, S-171 77, Stockholm, Sweden (hereinafter referred to as "the Assignee") is desirous of acquiring the entire right, title and interest, for the United States of America, in and to the Application and the invention and improvements therein disclosed, and any Letters Patent which may issue therefor in the United States of America and all divisionals, continuations, reissues, re-examinations, renewals, and extensions thereof.


Operative Provisions:

NOW THEREFORE in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Inventors hereby **ASSIGN** absolutely unto the Assignee all their right, title and interest in and to the Application and the invention and improvements therein disclosed, for the United States of America, and any patents granted on the Application including any divisionals, continuations re-issues, re-examinations, renewals, and extensions thereof, and including the right to sue for and recover damages in respect of past infringement, the said interest being the entire ownership of the said Letters Patent when granted, to be held and enjoyed by the Assignee to the full end of the term for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Inventors if this assignment had not been made.

And the Inventors authorize and request the Commissioner of Patents to issue the said Letters Patent to the Assignee.

And for the consideration aforesaid, the Inventors agree that the Inventors will, upon request, communicate to the Assignee or the representatives thereof any facts known to the Inventors respecting the invention or improvements of the Application, and will, upon request, but without expense to the Inventors, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, re-examination, renewal and extension applications, and generally do all other and further lawful acts deemed necessary or expedient by the Assignee or by counsel for the Assignee to assist or enable the Assignee to obtain and enforce full benefits from the rights and interests herein assigned.

This assignment shall be binding upon the Inventors' heirs, executors, administrators, successors and assigns, and shall inure to the benefit of administrators, successors and assigns, as the case may be, of the Assignee.

(1) Signature of 

Ernest ARENAS

Date: 23/5/2008

(2) Signature of
Joseph WAGNER

Date:

(3) Signature of
Goncalo Castelo BRANCO

Date:

ASSIGNMENT OF UNITED STATES PATENT APPLICATION

Recitals:

WHEREAS

- (1) Ernest ARENAS, of
- (2) Joseph WAGNER, of WEST CHESTER, USA
- (3) Goncalo Castelo BRANCO, of.....
- (together/collectively hereinafter referred to as "the Inventors") have invented certain new and useful improvements in:

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divisional, continuation, reissue, re-examination, renewal and extension applications, and generally do all other and further lawful acts deemed necessary or expedient by the Assignee or by counsel for the Assignee to assist or enable the Assignee to obtain and enforce full benefits from the rights and interests herein assigned.

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(1) Signature of
Ernest ARENAS

Date:

(2) Signature of 
Joseph WAGNER

Date: 11 MAY 2008

(3) Signature of
Goncalo Castelo BRANCO

Date:

ASSIGNMENT OF UNITED STATES PATENT APPLICATION

Recitals:

WHEREAS

(1) Ernest ARENAS, of

(2) Joseph WAGNER, of

(3) Goncalo Castelo BRANCO, of HANDARBYSALLE 104 6TR, 12065 STOCKHOLM, SWEDEN
(together/collectively hereinafter referred to as "the Inventors") have invented certain new and useful improvements in:

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divisional, continuation, reissue, re-examination, renewal and extension applications, and generally do all other and further lawful acts deemed necessary or expedient by the Assignee or by counsel for the Assignee to assist or enable the Assignee to obtain and enforce full benefits from the rights and interests herein assigned.

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(1) Signature of
Ernest ARENAS

Date:

(2) Signature of
Joseph WAGNER

Date:

(3) Signature of
Goncalo Castelo BRANCO

Date: 28th April 2008

TECHNOLOGY ASSIGNMENT AGREEMENT*2005-12-13*

This Agreement is entered into and effective on [date of signing] by and between

Kyle Sousa Laboratory of Molecular Neurobiology MBB, Karolinska Institute, Retzius building A1, Karolinska Institute, 17 177 Stockholm, SWEDEN, (date of birth *77-03-09*) (referred to below as the "Scientist") and **NeuroTherapeutics AB**, Fogdevreten 2A, 17177 Stockholm, SWEDEN, corporate registration no. 556642-1029 (referred to below as "NT")

WHEREAS; during the period [*start-stop date*] the Scientist has been engaged as [title] within [institution and scientific group] in the Project (defined below) led by and organised under professor Ernest Arenas.

WHEREAS, NT desires to acquire all Scientist's title, right and interest in and to the Technology (defined below) and the Scientist is willing to assign such right, title and interest to NT in return for certain consideration and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties set forth herein it is agreed by and between the parties as follows:

1 DEFINITIONS

- 1.1 "Project" means the research project further described in Schedule 1
- 1.2 "Technology" means any and all results, whether or not patentable, generated by the Scientist in the Project such as know-how, inventions, information, substances, methods and materials and all intellectual property rights embodying such results including without limitation Scientists rights, if any, in and to the Patents.
- 1.3 "Patents" means Scientist's rights, if any, in
- i) the patent applications: WO 2004/02229
 - ii) all present and future patents and patent applications in all countries claiming priority from the patent application referred to in i) above,
 - iii) all other patents and patent applications in all countries claiming the Technology, and
 - iv) any extension, registration, confirmation, reissue, continuation, divisionals, continuation-in-part, re-examination or renewal of any of the patents and patent applications mentioned under i) through iii) above.

2 ASSIGNMENT OF RIGHTS TO TECHNOLOGY

- 2.1 Scientist hereby assign all his title, right and interest in and to the Technology and NT hereby accepts such assignment.
- 2.2 NT shall have the right but not the obligation to apply for, prosecute, amend, defend, maintain and enforce the Patents as NT sees fit in its sole discretion. Scientist agrees to execute any document reasonably necessary to perfect NT's title to the Technology including, without limitation, the document attached hereto as Schedule 2. Scientist agrees to assist NT free of charge, as reasonably requested by NT from time to time, in the application, prosecution, defence and enforcement of Patents.

3 CONSIDERATION

The Board of Directors of NT has determined the value of the Technology to an amount of 90 000 SEK. Each of the four (4) inventors have contributed equally to the Technology. Accordingly, as full and complete consideration for the assignment of title to the Technology to NT, NT shall make a lump sum payment of 22 500 SEK to the Scientist. This amount includes any and all applicable taxes. Scientist shall be liable for any and all taxes and fees that may be levied on Scientist as a result of this payment.

Further, the Inventor is hereby granted a right to acquire shares of up to a total purchase price of 30 000 SEK in NT on the following conditions as follows:

1. The Owners undertake to resolve at NT's General Meeting to make a directed new share issue to the Inventors whereby each Inventor shall be entitled to 375 ordinary shares, at a subscription price equal to SEK 60 per share (hereafter "New Shares").
2. Subject to the inventor having exercised its rights to purchase shares as provided above, the Inventor undertakes to subscribe to the New Shares and make payment in cash to NT for the New Shares as resolved by the General Meeting.
3. Subject only to the completion of the above referred share issue, the Inventor hereby undertakes to be bound by all obligations set out in the Shareholders Agreement presently existing between the Owners, which the Inventor has taken part of prior to execution of this Letter Agreement.

4 CONFIDENTIALITY

Scientist hereby undertakes to maintain all information relating to the Technology and any confidential information disclosed by NT as well as the terms and conditions of this Agreement in strict confidence unless and until such information enters the public domain through the issue of patents or otherwise in a manner not involving a breach of such undertaking of confidentiality. This undertaking of confidentiality shall remain in force until all of the confidential information has entered the public domain.

5 WARRANTIES

The Scientist warrants and represents to NT that;

- i) to his best knowledge no public disclosure of information pertaining to the Technology has been made that would impair patentability of Patents;
- ii) he has full title and right to the Technology and that no liens or other encumbrances exist with respect to the Technology and that no licenses to the Technology has been granted to any third party;
- iii) he has available for delivery to NT all lab journals and original research data relating to the Technology;
- iv) no proceeding or dispute in relation to the Technology has been commenced or, so far as he is aware, threatened;
- v) to his best knowledge, the use of the Technology will not infringe any third party intellectual property rights;

6 ASSIGNMENT

The Agreement shall benefit and be binding upon the respective successors of NT and Scientist and their permitted assigns. NT shall have the right to assign its rights and obligations under the Agreement and the Technology to an affiliate or a third party provided that such affiliate or third party shall agree to be bound by all of the terms and provisions of the Agreement; and provided further that no such assignment and delegation shall release the assigning party from liability incurred prior to such assignment.

7 NOTICES

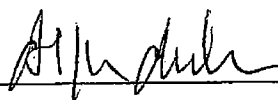
All notices required by the Agreement shall be made by to the address stated first above and either party may, in writing, change the address for which notices herein are required.

8 DISPUTES AND GOVERNING LAW

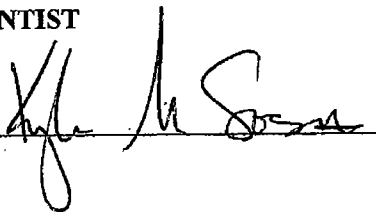
This contract shall be governed by substantive Swedish law. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof and which cannot be cleared amicably, shall be settled by arbitration pursuant to the procedures of the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations shall apply, unless the Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the Institute shall also decide whether the tribunal shall be composed of one or three arbitrators. The place of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the parties have executed two (2) copies of the Agreement the day and year first above written, each of which shall be considered an original.

NEUROTHERAPEUTICS AB

By: 

SCIENTIST

By: 

Schedule 1: Differential regulation of midbrain dopaminergic neuron development by Wnt-1, Wnt-3a, and Wnt-5a

Goncalo Castelo-Branco, Joseph Wagner, Francisco J. Rodriguez, Julianna Kele, Kyle Sousa, Nina Rawal, Hilda Amalia Pasolli, Elaine Fuchs, Jan Kitajewski and Ernest Arenas
PNAS, 2003, (100) 22, 12747-12752